

# The Solicitors' Journal

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## Current Topics.

### Private Bill Legislation.

At a time when post-war planning is the subject of some thought and discussion, it is right, as LORD BARNBY said in the debate in the House of Lords on 5th April on private bill legislation, to consider how the machinery can be speeded up to implement programmes of development. His lordship said that the procedure of private bill legislation was cumbrous, slow and expensive, and suggested that more general Acts were required governing the activities of local authorities. The procedure by provisional order, he stated, was rapid and relatively cheap, but, like that of the private bill, it involved the hearing of objectors, and possibly there were insufficient safeguards in respect of the inquiry procedure. LORD HEMINGFORD stressed that the most essential duties of Parliament in private bill legislation were of a judicial nature, as it had "to decide between the claims and rights of the promoters of the bill and those of the persons who anticipate that they will be injuriously affected by it." It was, therefore, impossible to shorten the time very materially. The "late bill procedure," however, could be made use of in any proper case without the slightest difficulty whatever. Delays in bringing a bill before the Committee were due to lengthy negotiations with opposing parties. Ruthless intimation to the promoters that a bill would come before the Committee on a fixed date was the only way to deal with the situation. The Public Works Facilities Act, 1929, which proposed to supersede private bill legislation by a procedure called special order had, to his lordship's mind, no useful effect, owing to the necessity for preserving the "judicial function," and it was practically never used. Departmental inquiry was no substitute for judicial procedure, and his lordship hoped that if some more successful legislation could be drafted, the great tradition of justice between subjects would not be forgotten. The LORD CHANCELLOR expressed his gratitude to LORD HEMINGFORD for an "extremely well informed and acutely reasoned speech" and commended the "late bill procedure." He agreed with LORD HEMINGFORD that the first consideration in dealing with private bills was to take every reasonable precaution that the decision reached was a decision of justice, and only on that basis could improvements be made. The LORD CHANCELLOR summed up the matter thus: "When dealing with private rights, Parliament has no moral right to take away the rights of one set of individuals, whoever they are—it does not matter in the least whether they are landowners or the proprietors of a roundabout—for the purpose of benefiting other private persons without satisfying themselves that the thing is just, and is done on just terms." It follows that if planning against bad housing, unemployment and poverty is not to be delayed, consideration will have to be given to the problem of how the processes of justice may be speeded up.

### Juvenile Delinquency.

It is essential, when considering the problem of youthful default, to preserve a sense of proportion, and not to accentuate one aspect of the matter at the expense of another. Debates like that which took place in the House of Lords on 29th March help to put some otherwise startling features of the situation in their proper perspective. The figures given by LORD SOUTHWOOD of juveniles found guilty of indictable offences in England and Wales are the unpalatable truth, but certainly not the whole truth. It is shocking to learn that the number in 1939 was 30,543, in 1940, 41,878, in 1941, 43,216, and 38,181 in 1942. The figure was high before the war, and no doubt much of it, as LORD SOUTHWOOD said, was due to bad housing, unemployment and other evil social conditions. The serious increase, on the other hand, was obviously caused by evacuation and the removal of so much parental control from high-spirited youth, and does not prove that children are any worse than they were. Many will

agree with Mr. BRODRICK, the learned metropolitan police magistrate, who retired recently, that a large proportion of youthful "delinquency" is at any time merely the product of high spirits, and is not, as LORD SOUTHWOOD held, "a challenge to our social order." VISCOUNT SANKEY's experience as chairman of the Magistrates' Association confirmed that the causes of juvenile delinquency were lack of parental control and bad social conditions. His lordship deplored the shortage of approved schools, and referred to the overworking of probation officers, to whose devoted work he paid a tribute. The EARL OF GLASGOW was in favour of setting up residential schools. LORD ROCHE referred to the serious pre-war increase in juvenile delinquency, and thought that it was due to spoiling children at home and to a lack of discipline. VISCOUNT ST. DAVIDS made the important and interesting point that statistics were misleading, because the improvement of the juvenile courts meant that there was greater confidence in them and that more children were charged, but not necessarily that our children were so enormously worse than they were in previous years. The LORD CHANCELLOR thought that "juvenile delinquency" was a most unpleasant phrase, and emphasised its connection with high spirits and bravado. He agreed that there were not enough remand homes, and promised to have the question of the work of the probation officers inquired into. His lordship also thought that the increase in 1940 was due to evacuation and the general air that everything was in a distracted state. With regard to juvenile courts, his lordship criticised the tendency of some benches to keep magistrates on the bench year after year while they were getting older, but admitted that some people of more advanced age were better suited to sit on the bench than younger people, and that no age limit could be rigidly prescribed. Altogether, the debate has provided much useful material for consideration by the committee on offenders, the establishment of which the HOME SECRETARY recently announced.

### Prevention of Bigamy.

LORD MOTTISTONE's motion in the House of Lords on 28th March on the subject of the prevention of bigamy elicited from the Government some information which should go part of the way at least towards satisfying those who consider that something can be done to lessen this serious menace to the institution of marriage. LORD MOTTISTONE's proposal was that every citizen should be directed to fill in the relevant facts, if any, as to his or her marriage, on his or her identity card, and, at the same time, registrars of all persons entitled to celebrate marriages should be instructed to require each person applying for permission to marry to produce his or her identity card at the time of application and not to permit the completion of the marriage until sufficient time had elapsed to enable proper inquiries to be made. His lordship said that all that was necessary was to decree that the holder of an identity card should state on the card whether he or she was married or single. VISCOUNT MAUGHAM, supporting the motion, said that, as a lawyer, he saw no objection to the proposal. Identity cards were not likely to go out of use for some years after the war, and his knowledge, so far as it went, was that only the criminal class really objected to identity cards. The EARL OF MUNSTER, replying for the Government, said that he did not believe that the proposal of LORD MOTTISTONE would afford any protection, as a person contemplating the crime of bigamy would not stop short of committing the crime of making a false entry on an identity card. In any case, it would be impossible at the present time to amend the existing Marriage Acts to the extent necessary to carry the proposal through. His lordship said that the Home Secretary was seriously concerned with the increase in bigamy, and was prepared to consult the law officers of the Crown before new forms were issued for completion by entrants into the married state in denominations other than the Church of England. It was proposed to see whether additional words

could be inserted to remind people of the serious crime of bigamy and of the penalties involved. Arrangements could probably be entered into with the most reverend Primate to see whether the Church of England could in some way fall into line with these suggestions. On the subject of identity cards, LORD MUNSTER pointed out that they automatically expired when the emergency came to an end as defined in the National Registration Act. The BISHOP OF LONDON added the information that in every diocese there was an official form to be used when application was made for banns to be issued, and in his own diocese the direct question was asked on the form: "Have you been married before? If so, was the marriage ended by death, divorce or nullity?" He was sure that the Church of England would be only too glad to see how far they could co-operate in the notices they issue. In his reply, asking leave of the House to withdraw his motion, LORD MOTTISTONE thanked the authorities for the concession they had made.

### Claims against U.S. Forces.

AFTER MR. EDEN'S announcement in the Commons on 31st March that a settlement had been reached on the difficult question of dealing with civil claims against members of the U.S.A. forces in this country, a detailed statement was circulated on the subject. This says that for some time past "training and manoeuvre" claims (arising chiefly out of damage to crops, etc.) and claims arising from damage caused by aircraft crashes have been settled by the British Government on behalf of the United States Government as a matter of reciprocal aid. Arrangements, including collision agreements, were originally made with the United States authorities here for settlement of other claims arising from torts committed by members of the United States forces, but these proved incompatible with United States law and practice, and lapsed last autumn. Although in consequence some claims have been delayed, the United States Claims Commissions have since settled satisfactorily large numbers. These commissions, which are governed by United States law and practice, were not, however, authorised to treat judgments of the British courts as binding upon them, and were subject to a financial limit of \$5,000. Other arrangements were, therefore, necessary, and with the co-operation of the United States Government, a settlement has now been reached in regard to claims arising out of: (a) traffic accidents; (b) accidental shootings; (c) accidental explosions; (d) loss of or damage to chattels in requisitioned premises occupied by United States forces under arrangements made with departments of H.M. Government; (e) certain other incidents (practice gunfire, fires in billets, etc.) where H.M. Government would in certain circumstances accept responsibility had members of H.M. forces been involved. Claims in these classes against members of the United States forces on duty will be settled on the following lines:—Claims arising from torts committed on or after 20th March, 1944: H.M. Government will settle all such claims as a matter of reciprocal aid. They will be dealt with by the British Claims Commission, just as claims against members of H.M. forces in the United Kingdom would be. British law and practice will apply, and claimants dissatisfied with an award can sue the defendant as if he were a member of H.M. forces, any judgment so obtained being satisfied by H.M. Government in the same manner as judgments obtained in comparable circumstances against British Service members. Claims arising from torts committed before March, 1944: The British Claims Commission could not assume responsibility for settling the considerable accumulation of such claims without serious prejudice to its other work. Except claims for more than \$5,000, which will at once be taken over by the British Commission, the U.S. Claims Commissions will continue to investigate and settle all claims in this class, consulting the British Commission in order to ensure uniformity of treatment. H.M. Government will, however, undertake responsibility for making as a matter of reciprocal aid all necessary payments, including the payment of any court judgments. This will make possible the reinstatement of the collision agreements and will greatly facilitate the rapid disposal of these claims. These arrangements will not apply to claims arising from torts committed while off duty. The U.S. Commissions will continue to deal with such claims and make awards in appropriate cases.

### Price Regulation.

OF all the resolutions in internal economy effected by the present war, none has had or will have more radical effects than price control. The thanks of the public for the efficiency and organisation which has made the success of this expedient possible were voiced by Mr. HUGH DALTON, the President of the Board of Trade at the 200th weekly meeting of the Central Price Regulation Committee. The chairman of the committee is Mr. J. H. THORPE, K.C., its members consist of civil servants, business men and trade union secretaries, and its secretary is Mr. JOHN BUSSE. The claims of the committee that never before in a war was there a national system of price control comparable with that administered in this country, and that no other single piece of emergency legislation has done more to ward off inflation,

may well be considered to have been fully justified. It is pointed out that the committee's work of advising the Board of Trade, and enforcing orders made, involves the study of costings and of the general reaction of the public to price control; the recommendation of new orders and the revision of existing ones; and, in a semi-judicial capacity, the consideration of cases recommended for prosecution by the local committees. In its midway position, the committee acts as a clearing office between the local committees and the Board of Trade and strives to achieve uniformity of enforcement. All remembered, Mr. DALTON told the committee, how in the last war prices were allowed to get out of hand. Great fortunes were made by despicable persons, rendering no war service, and we ourselves would be despicable if we failed to profit by those experiences. The menace of inflation was even greater than that of unemployment. In peace time, we should be inclined to add, unhealthy price-movements are closely bound up with mass unemployment, and if that with all its horrors is to be avoided, it will be necessary to consider whether a careful and discriminating system of price regulation, such as is now in force, should not be continued after the war. If it necessitates the existence of a multiplicity of difficult orders, it may well be that this contingency will have to be faced, to prevent far greater evils. In the meantime, those who have come into contact with the committee for any reason, can testify to its thoroughness and persistence, and the zest which it imparts into its work.

### Requisitioning: Effect of Rent Acts.

The *Estates Gazette* for 11th and 18th March contain full reports of two recent cases before the General Claims Tribunal, which deal with the interesting questions of the effect of the Rent Acts and the effect of the Location of Retail Businesses Orders respectively on requisitioning. In the first case, heard on 29th February, the claimant asked for compensation in respect of a house which he had tenanted in 1913 at a rent of £18 10s. per annum and had later bought for £290. He had spent a further £300 on improvements. It was not until 1939 that the property became notionally subject to the Rent Acts. On 6th May, 1941, the house was requisitioned by the Ministry of Health, the claimant having left temporarily a few days before. He claimed a compensation rent of £52 per annum and the authority contended that the proper figure was £22 10s., i.e., the rateable value, being the basis of the standard rent as £18 10s., the only rent to which reference could be made, was less than the rateable value. It was argued for the claimant that s. 2 (1) (a) contemplated a hypothetical tenant, but not a statutory tenant. The authority could not ignore the Rent Acts by divesting a tenant of his occupation and at the same time say that the Acts applied for another purpose and restrict the amount of rent recoverable by way of compensation. The case of *Poplar Assessment Committee v. Roberts* [1922] 2 A.C. 93 was quoted, which decided that no account was to be taken of the restrictions imposed by the Rent Acts in arriving at gross value for rating purposes. The hypothetical tenant must include the landlord if he were in occupation. For the authority it was contended that the *Poplar* case turned on the construction of a different Act of Parliament and that the standard rent was the maximum compensation payable. If the Rent Acts were not taken into account, a tenant occupier could be doubly enriched, because while he would only have to pay his landlord the restricted rent he would receive the full value of the hereditament from the Crown by way of compensation. The tribunal, while holding that the Rent Restrictions Acts had no direct application, were nevertheless of opinion that in the determination of the rent within s. 2 (1) (a) of the Compensation (Defence) Act, 1939, the indirect effect of the Acts on the market could not be excluded. Compensation was awarded at the rate of £22 per annum. It had been agreed that the authority would pay the costs of both sides in any event.

### Requisitioning: Effect of Location of Businesses Order.

In the claim reported in *The Estates Gazette* for 18th March, compensation was claimed at the rate of £125 per annum in respect of a shop which had been requisitioned by the War Office in November, 1942. The authority said that the shop was only worth £70 per annum. The effect of the Location of Retail Businesses Orders, the authority contended, was that for certain trades one could not open a new shop without a licence from a local committee appointed by the Board of Trade and that reduced the letting value of shops. The claimant's argument was that under the Compensation (Defence) Act, 1939, one had to assume a tenant in occupation, and necessarily a tenant who either had a licence or did not need one. The orders might on the one hand keep certain bidders out of the market, but on the other hand they enhanced the value of the premises to a person who obtained a licence, through reducing competition. The tribunal awarded compensation at the rate of £105 per annum, and, having opened the sealed offer put in by the authority, awarded that the authority should pay the costs of the claimant up to the date of the receipt of the sealed offer, and that the claimant should pay the costs of the authority subsequent to the receipt of the sealed offer.

## A Conveyancer's Diary.

### Thompson v. Park.

A RECENT issue of the Law Times Reports contains a full report of the decision of the Court of Appeal in *Thompson v. Park*, 170 L.T. 207, on an application for an interlocutory injunction to restrain a trespass. The circumstances were unusual, but the case is of some general interest as showing the attitude of the court towards the violent assertion of alleged claims of right.

The plaintiff and defendant were both headmasters of boys' preparatory schools. The plaintiff was carrying on his school at a large house in Staffordshire of which he was lessee. As the house was larger than he required, he got in touch with the defendant, who was carrying on his school elsewhere, and suggested that both schools should be carried on in the same building. The parties made an agreement (apparently under hand only) in April, 1942, under which the schools were to be "amalgamated," but the defendant's school "was to retain its separate identity and collect its own fees." (It is not altogether clear what this arrangement meant in practice, but it does not matter for the present purpose.) There were various ancillary clauses as to finance and the number of boys, and it was provided that "This agreement shall continue in force for the duration of the war with a minimum of three years."

Differences shortly broke out between the parties. As Goddard, L.J., said, that was perhaps not surprising as the agreement did not provide who was to be the head of the amalgamated school, so that it was "rather like having two captains, two crews and two sets of passengers on one ship with no provision as to who is to have command of it." In these circumstances the defendant gave a certain notice: he claimed that it was only provisional: for the purposes of the interlocutory application the Court of Appeal assumed that the defendant was right in that claim, pointing out that its true effect was, of course, a matter for the trial and not for interlocutory decision. However, in the summer of 1943 the plaintiff told the defendant that he and his boys might stay till the end of the autumn term, but that they must not come back after that. Again it was a matter for the trial whether this act was within the plaintiff's rights, or whether it rendered him liable in substantial damages for breach of contract. But the Court of Appeal was clearly of the opinion that this act of the plaintiff, even if it rendered him liable in damages, was effective in law to terminate, as from the end of the autumn term, the defendant's licence to be upon premises which were the plaintiff's and not his. The defendant seems to have gone away for the Christmas holidays, but came back on 15th January, 1944, accompanied by a dozen men, including an officer in uniform. They entered the house by the back door; finding their passage disputed, some of them, apparently encouraged by the defendant, went round and broke in the front door. Having got in, they took the locks off, or forced, the doors of thirty-two rooms, and generally behaved in a manner described by Goddard, L.J., as "absolutely outrageous." The purpose of these operations seems to have been to re-establish the defendant and his boys in the premises, but it looks as if the defendant's supporters got quite out of hand, as they disconnected the water supply, an interference completely irrelevant and unnecessary to their purpose.

On these facts the plaintiff brought an action in the King's Bench Division for a declaration that the agreement of April, 1942, was no longer operative; he also made an interlocutory application for an injunction to restrain the defendant from trespassing on the premises and a mandatory order requiring him to leave forthwith. The learned judge in chambers, Asquith, J., refused the interlocutory application, on grounds not reported, but which seem from the judgment of Goddard, L.J., to have included the consideration that to grant it might have prejudiced the boys at the defendant's school. The Court of Appeal did not agree. They pointed out that if that consideration were to influence them, "anybody who wanted to continue a trespass or assert the rights of a squatter would be well advised to provide himself with two or three children." This was an ordinary action of tort and not one in which the paternal jurisdiction of the Court of Chancery was being exercised.

That being so, there was nothing to prevent the interlocutory injunction being granted, and the case was eminently one for such an injunction. The defendant had tried to argue that he was in occupation and that the court should protect the *status quo* by allowing him to remain. No doubt that argument would have had force if the defendant had come peaceably into possession or even if the plaintiff had delayed in bringing his action so that the defendant had fully established himself. But here there had been no such delay and the *status quo* was one brought about by force. Goddard, L.J., expressed the opinion that the proceedings of the defendant and his supporters on 15th January amounted at least to the crimes of riot, affray, forcible entry, wilful damage and perhaps conspiracy. His occupation was, on any view, that of a trespasser and could not be protected against the person entitled to possession. (No doubt the defendant's possession could, and would, have been protected by injunction against a further disseisor, but that is another matter.) To accede to the defendant's contention would mean an end to security of

possession. The injunctions asked for were duly granted with slight relaxation as to the time within which the defendant was to go.

Both Goddard and du Parcq, L.J.J., called attention to the distinction between a legal right to do a thing lawfully and a legal power to do it effectively. Assuming in the defendant's favour that the plaintiff had no right at all to give him notice terminating the agreement and that the defendant was entitled to substantial damages for breach of contract, it was still within the power of the plaintiff as lessee of the house to give a valid notice terminating the licence, so that the defendant became a trespasser. The members of the Court of Appeal were both of opinion that this was not a "licence coupled with an interest." It is difficult now to form a clear view as to the circumstances on which this point was based, but it is to be hoped that if the action is tried it will be fully reported, since the decision on this part of the case may well involve consideration of the vexed questions raised by *Hurst v. Picture Theatres, Ltd.* [1915] 1 K.B. 1. The main points of interest in the interlocutory proceedings were the rejection of the argument from alleged harm to the infants, and of that from the fact of actual occupation by the defendant. And, above all, those proceedings are of interest for the extremely strong condemnation by both members of the court of the defendant's attempt to take the law into his own hands. Some "self-help remedies" there are, such as the right to abate a nuisance. But the courts watch them with the utmost jealousy. It was not merely the violence or threats of it that were objectionable: to get into someone else's house by the back door was to do so *clam*, which is as bad as to do so *vi*. The real objection to what the defendant did was that, although the courts were open to him, he sought to secure for himself the enjoyment of what he thought were his rights by highhanded action of his own. The principle on which the court was acting is essential to domestic tranquillity, and is none the less valid because the war is in its fifth year. Where the law provides a remedy by action, an aggrieved party omits to avail himself of it only at his peril.

## Landlord and Tenant Notebook.

### "The Rent at which the Dwelling-house was let."

THE primary object of the Increase of Rent, etc., Restrictions Acts is to control rents (the security of tenure sections are essentially ancillary provisions) and they do so by fixing a "standard" rent for each house to which they apply. The amount of that standard rent is determined by the rent at which the dwelling-house was let on a determinable date. I apologise for stating what is so well known—but it is by way of introduction to a discussion of the recent case of *Signy v. Abbey National Building Society* (1944), 60 T.L.R. 272 (C.A.), in which the question what was meant by "the rent at which the dwelling-house was let" was gone into for the first time.

The facts were that a house, the subject-matter of the proceedings (an apportionment summons) was let furnished on 8th January, 1940, never having been let before. After this tenancy had determined, the house was let unfurnished at a different rent; and the question was, which was the standard rent?

The words of the relevant provision, s. 12 (1) (a) of the 1920 Act, as applied by the 1939 Act to properties controlled by the latter, are: "The expression 'standard rent' means the rent at which the dwelling-house was let on September 1, 1939, or, where the dwelling-house was not let on that date, the rent at which it was last let before that date, or, in the case of a dwelling-house which was first let after the said September 1, 1939, the rent at which it was first let."

The county court judge held that "rent" in the above included rent at which the house was let furnished. The Court of Appeal reversed this decision, the reasoning being as follows:—

The key to the meaning of "rent" in the paragraph, said Luxmoore, L.J., was the object of that provision, which was to fix a standard rent. The Act was concerned with dwelling-houses let unfurnished; the first proviso to the next subsection of s. 12 excluded dwelling-houses *bona fide* let at a rent which included payments in respect of board, attendance, or the use of furniture (actually, in the case of "new control," the exclusion is effected by similar words in s. 3 (2) (b) of the 1939 Act). This provision did not speak of premises let furnished, but of premises let at a rent which included payments, etc. *Wilkes v. Goodwin* [1923] 2 K.B. 86 (C.A.) emphasised the importance of this distinction. It followed that s. 12 as a whole fixed the rental value of the premises let unfurnished as the criterion for deciding whether the Acts applied. If premises were let completely furnished, the subject-matter was more than the dwelling-house; hence, s. 12 (1) (a) referred to dwelling-houses within the purview of the Acts, and "rent" did not mean "rent, whether let unfurnished or furnished."

Once it is conceded that this is an occasion on which object may be considered in ascertaining true interpretation, there is little to be said about this judgment. It might be objected that in the case of 1939 control standard rent does not govern status at all. For "old control" purposes, both standard rent and

rateable value were factors in deciding whether the Acts applied; but s. 12 (2), which enacted this, does not touch 1939 control. But it may be legitimate to refer to the provision as throwing light upon the interpretation of subs. (1), which, subject to change of dates (1st September, 1939, instead of 3rd August, 1914), provides for the determination of the standard rents of "new control" houses.

Statutes which modify common law are strictly interpreted at first, but more liberal interpretation is accorded as time goes on. As it is now getting on for thirty years since Parliament first introduced rent control, application of the "object" test may be legitimate. The strongest argument against applying it in the way it was applied in this case seems to me to be this: s. 12 (1), consisting of a series of definitions, concerns interpretation; s. 12 (2), limiting scope, concerns application. Surely it would be more appropriate to invoke the assistance of interpretation provisions when interpreting application provisions than to reverse that process? After all, if there are any provisions in an enactment which ought to stand by themselves when it comes to interpretation, they are the interpretation provisions.

It might then well be urged that no one was asking that the word "rent" in subs. (1) (a) should be read so as to mean "rent, whether let unfurnished or not"; the words "whether unfurnished or not" would be merely declaratory, for the ordinary meaning of "rent" includes rent of premises let furnished. *Newman v. Anderton* (1806), 2 Bos. & Pol. 227, showed that distress could be levied for such rent. A more recent striking illustration of this proposition is afforded by *Brown v. Peto* [1900] 1 Q.B. 346; [1900] 2 Q.B. 653 (C.A.), which raised the question whether a lease of premises with furniture granted by a mortgagor was within the statutory powers; at first instance Bigham, J., having referred to older authorities, said the instrument was "none the less a lease because it comprised in addition certain chattels; nor were the mortgagees in any way injured by the addition for . . . the whole rent must be taken as issuing out of the land . . ." True, circumstances have arisen in which apportionment has been resorted to, as between creditors of a landlord, e.g., in *Hoare & Co. v. Hove Bungalows, Ltd.* (1912), 56 Sol. J. 686, when houses and furniture were let by their owner by a tenancy agreement in which a mortgagee of the former joined, and when, the mortgagee having subsequently entered into receipt of rents, a judgment creditor of the mortgagor appointed a receiver of the mortgagor's interest in the rent.

This brings me to my final observation. If liberal interpretation was rightly resorted to, there are at least two possible results, and it is not entirely clear what the *ratio decidendi* would be. It would be possible either to say that "rent" in s. 12 (1) (a) does not cover rent of furnished premises because in such a case the consideration for the rent is something more than the realty comprised in the tenancy, or to hold that "rent" in the said paragraph must be limited to rent at which the dwelling-house was let as a dwelling-house, such being the subject-matter of the legislation. The distinction is not merely of academic interest; for in the past few years the vagaries of the *Luftwaffe* have been the indirect cause of much change of user, many properties first let as dwellings having been subsequently let as business premises and *vice versa*; nor has reversion to original user been uncommon. It is, however, right to say that, while some passages in the judgment favour the view that rent reserved under any letting outside the Act is to be disregarded (and note the juxtaposition of the provision excluding business premises to that excluding furnished premises), the true *ratio decidendi* does, on the whole, appear to be that in the case of "furnished lettings" the rent represents the use of something more than the building.

## Parliamentary News.

### HOUSE OF LORDS.

Army and Air Force (Annual) Bill [H.C.].

Read Second Time.

[5th April.

### HOUSE OF COMMONS.

Education Bill [H.C.].

In Committee.

[4th April.

Jewish Colonization Association Bill [H.C.].

Read Second Time.

[4th April.

In order to clarify the meaning of "poundage" in the Check Trading (Control) Order, 1942 (S.R. & O., 1942, No. 1235), the Board of Trade have made the Check Trading (Control) (Amendment) Order, 1944 (S.R. & O., 1944, No. 364), which substitutes the following definition: "'poundage' means any consideration (howsoever described) paid, payable or claimed to be payable—(a) in respect of the supply of a check which consideration is either in excess of the purchasing value of the check or has the effect of reducing such purchasing value, or (b) by reason of the failure to pay the whole or any part of the amount of a check (whether or not payable by instalments) within the period agreed for payment, or the failure to observe or comply with any other provision or requirement express or implied, and whether, in the case of any such failure, such consideration is paid, payable or claimed to be payable as a penalty or as interest or as a fine or otherwise howsoever, or (c) in respect of the collection of instalments." The amending Order comes into force on 17th April, 1944.

## To-day and Yesterday.

### LEGAL CALENDAR.

**April 10.**—On the 10th April, 1829, Esther Hibner, of Platt Terrace, Pancras Road, was tried at the Old Bailey for the murder of Frances Colpitt, her ten-year-old apprentice, by a course of inhuman ill-treatment. The child, a pauper sent to her by the parish of St. Martin's to learn the business of fabricating tambour-work, was one of three who had died as a result of the cruel usage they had received. Three other apprentices gave evidence of their mistress's practices. She had made the deceased work from three or four in the morning till eleven at night. The children she employed often had to sleep on the kitchen floor with only an old rug for covering. They were not allowed air or exercise and were locked in the kitchen on Sundays. They were starved and fed only on a cup of milk and a slice of bread a day or else a few potatoes. They were often beaten and Frances was not spared even when she was dying. There was medical evidence that her feet had mortified and that the immediate cause of her death was the bursting of an abscess on her lungs, brought on by ill-treatment. At her trial the prisoner showed no signs of remorse or fear. She was convicted and hanged.

**April 11.**—On the 11th April, 1827, Sarah Jones, of Bassalleg, was hanged at Monmouth for murdering her illegitimate infant by cutting its throat with a penknife. She was twenty-two years old. She had sewed the body in some sack and given it to the father. Afterwards the bundle had been discovered in a cart in the cart-house. She slept soundly the night before her execution, awaking about six o'clock. She attended divine service and received the Sacrament. At the scaffold she asked that the rope might not be drawn too tight, kissed those around her and stepped on to the platform with firmness. After the execution her body was given to her friends for burial in the churchyard at home.

**April 12.**—On the 12th April, 1749, Richard Coleman was hanged on Kennington Common for a crime he never committed. In the previous July a girl named Sarah Green, returning home to Southwark late at night after a celebration, was stopped by three men who assaulted her and treated her so brutally in the Parsonage Walk near Newington Church that she eventually died in St. Thomas's Hospital. Suspicion of having had a part in the affair fell on Coleman a respectable man, clerk to a brewer, and he was convicted at the Kingston Assizes, though he called evidence that he was elsewhere at the time of the crime. To the end he behaved with conscious innocence, denying his guilt solemnly and explicitly, showing great resignation and only lamenting the distress in which he left his wife and children. It was two years before his memory was cleared, when a chance word by one of the men who had attacked the girl brought the truth to light. Two of them were convicted on the evidence of the third.

**April 13.**—The Reverend Mr. Sturmer, of Hayes in Middlesex, kept an establishment known as the Rectory House Academy. His scholars can hardly have been advanced in learning, for some were twenty-two years old. Among these was a Mr. Francis Medhurst, who entered his study one day while he was with another pupil, Mr. Joseph Alsop, aged twenty-one. Medhurst complained that one of the boarders named Dalison, whom he called a blackguard, had broken the glass of his watch. Alsop, who was a friend of Dalison's, retorted: "You are a liar and a blackguard for saying so!" Medhurst made for him with a stick, striking him several severe blows over the head and arms. There was a scuffle and Alsop succeeded in gaining possession of the stick, with which he was on the point of attacking his opponent, when the latter drew a clasp knife and stabbed him in the stomach, inflicting a fatal wound. On the 13th April, 1839, Medhurst was tried at the Old Bailey for murder, but convicted of manslaughter, and sentenced to three years' imprisonment. In 1804 his grandfather had been tried at York for the murder of his grandmother, but acquitted on the ground of insanity.

**April 14.**—When the island of Martinique was captured in February, 1762, Major-General Monckton was in command of the British forces engaged in the expedition. In April, Major Colin Campbell, commanding the 100th regiment of foot, was tried by court martial there on a charge of having murdered Captain John M'Kaarg of the same corps. He was sentenced to be cashiered and pronounced unfit to serve in any military employment whatever, there not being a sufficient majority of voices to punish him with death. Certain irregularities having been established, His Majesty did not think proper to confirm the proceedings, but, as the court's conclusions on the evidence in general were clearly correct, Major Campbell was dismissed the service. On his return to England he made several accusations against Major-General Monckton, who was in consequence tried by court martial at the Judge Advocate's Office in the Horse Guards on the 14th April, 1764. He was charged with deliberate acts of oppression against Major Campbell, with discouraging his friends, intimidating his witnesses, depriving him of the lawful means of defence and confining him in a noisome and unhealthy prison. The court honourably acquitted the Major-General, holding the accusations groundless, malicious and scandalous in the highest degree.

# LAW FIRE

## INSURANCE SOCIETY LIMITED

No. 114, Chancery Lane, London, W.C.2.

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Solicitors—MARKBY, STEWART & WADESONS.

Please mention "THE SOLICITORS' JOURNAL" when replying to Advertisements.

**April 15.**—At the Trim Assizes on the 15th April, 1732, a labourer named Gallagher was tried for murdering his son and two daughters, all between the ages of nine and nineteen years, with a wooden candlestick. He was acquitted on the ground of insanity.

**April 16.**—On the 16th April, 1774, Nicholas Mallard, a Frenchman, was tried at Hick's Hall for assaulting Mr. Cator, an attorney at his chambers in Lincoln's Inn, on whom he had called with a tale of distress. Mr. Cator had given him a shilling and allowed him to sit by the fire to warm himself, but a quarter of an hour later the fellow suddenly knocked him down and struck him several times on the head with a stone. Mr. Cator was able fortunately to get to a window to call for help and his assailant was arrested. He was condemned to three years' imprisonment in Newgate.

#### EVOCATION FROM THE PAST.

In the course of the great Witchcraft Act case at the Old Bailey, counsel for the prosecution drew a sarcastic picture of Mary Queen of Scots taking her head off or putting it on again to suit the seances of the accused medium. The historical allusion recalls a story that Maurice Healy used to tell of how in his speech for the defence in a highway robbery case he had once illustrated the unsatisfactory nature of the evidence of identification by recalling the well-known story of the execution of Mary Queen of Scots, after which all the witnesses differed on every detail but one, being only agreed that her head was severed at a single blow, whereas modern exhumation had made it clear that three blows were struck. His opponent, Dick Hennessey, passed this point over in his speech until suddenly he came to his peroration: "And as for Mary Queen of Scots, well, we all know that she was the Queen of Sorrows; but little did she think when she laid her head upon the block in Fotheringhay Castle that three hundred and fifty years later she would be summoned from the tomb to provide an alibi for the highway robbers of Coolanellig Wood!" I believe it was Lord Justice Bowen who once laid it down that what a ghost says cannot be taken in evidence, though in an eighteenth century criminal trial in Scotland considerable attention was paid to revelations supposed to have been made by the spirit of a murdered English sergeant.

## Obituary.

### THE HON. WALTER LINDLEY.

The Hon. Walter Lindley, a Judge of County Courts from 1902 to 1934, died on Wednesday, 29th March, aged eighty-three. He was educated at Winchester and University College, Oxford, and was called to the Bar by Lincoln's Inn in 1887. From 1902-12 he was County Court Judge of Derbyshire, during which time he also became Chairman of the Derbyshire County Quarter Sessions. In 1912 he was transferred to the Devon and Somerset circuit. In 1914 he became Deputy Chairman and, in 1920, Chairman, of the Somerset County Sessions.

### MR. W. J. GANDY.

Mr. William James Gandy, barrister-at-law, died on Wednesday, 5th April, aged seventy-five. He was called by the Middle Temple in 1901.

### MR. F. H. HILL.

Mr. Frank Herbert Hill, solicitor, of Messrs. Vint, Hill and Killick, solicitors, of Bradford, died recently, aged seventy-seven. He was admitted in 1889 and had been President of the Bradford Incorporated Law Society.

### MR. A. N. RADCLIFFE.

Mr. Alexander Nelson Radcliffe, solicitor, of Messrs. Radcliffes and Co., solicitors, of Little College Street, Westminster, S.W.1, died on Sunday, 26th March, aged eighty-three. An appreciation will appear in our next issue.

### MR. W. T. RICKETTS.

Mr. William Tyler Ricketts, solicitor, of Messrs. W. T. Ricketts and Son, solicitors, of King's Cross Road, W.C.1, died recently, aged seventy-two. He was admitted in 1894.

### MR. F. W. SCORAH.

Mr. Frederick William Scolah, solicitor, of Messrs. Arthur Neal, Scolah & Co., solicitors, of Sheffield, died on Wednesday, 29th March, aged sixty-five. He was admitted in 1907.

### MR. S. G. TAYLOR.

Mr. Sanicroft Grimwood Taylor, solicitor, of Messrs. Taylor, Simpson & Mosley, solicitors, of Derby, died on Monday, 20th March, aged sixty-five. He was admitted in 1902.

### MR. R. J. TURNER.

Mr. Richard John Turner, solicitor, of Messrs. Beale & Co., solicitors, Birmingham, died recently, aged seventy-nine. He was admitted in 1887.

### MR. J. WALL.

Mr. John Wall, solicitor, of Messrs. Wall, Milligan & Hopwood-Sayer, solicitors, of Wigan, died on Monday, 20th March, aged fifty-eight. He was admitted in 1911.

## Our County Court Letter.

### Wages during Suspension.

*In Bagshaw v. Riets, Ltd.*, at Nuneaton County Court, the claim was for £1 16s. 4d., as arrears of wages. The plaintiff was a vulcaniser, and his case was that on the 5th July, 1943, he was suspended for two days. He appealed to the local appeal board, who, on the 20th July, held unanimously that the suspension was unjustified. The suspension had been imposed by a foreman who told the plaintiff to leave the vulcanising and do other work. The latter was usually done by women, and the plaintiff protested that he had plenty of vulcanising to do. In effect, the plaintiff refused to obey the order, but the decision in his favour by the local appeal board could not be challenged in the county court. The judge had no jurisdiction to review the decision of the tribunal. The defendants' case was that, if a "bottle-neck" occurred, it might be necessary to transfer people to other work. The plaintiff had made inaccurate statements to the board, and employees were not entitled to do anything which might retard production of important work. His Honour Judge Forbes held that he could not re-try the case heard by the board, or investigate the merits of the suspension. Judgment was given for the plaintiff, with costs. Compare *George v. Mitchell* (1943), 1 All E.R. 233.

### Repayment of Loan.

*In Griffiths v. Sowden and Wife*, at Oxford County Court, the claim was for £95 18s. 1d. as money lent. The plaintiff was a children's nurse, and, on returning from abroad in March, 1939, she had stayed with the defendants. Being in need of £100, to pay the deposit on the purchase of a house, the defendants had borrowed that sum from the plaintiff. Her request for a receipt was not complied with. A room was set apart for the use of the plaintiff, whenever she might be in England, but in her absence the room was to be let. Any rent was to be paid into the plaintiff's Post Office savings bank account, and her book was left with the female defendant for that purpose. The plaintiff eventually returned to England in July, 1942, and she stayed with the defendants from February to May, 1943. No money had been paid into her account, but it was understood that, during her last stay with the defendants, the weekly sum of 27s. 6d. a week (in respect of board and lodging) should be allowed from the debt, while 2s. 6d. a week was paid to the plaintiff in cash. The defence was that the £100 was refused as a loan, whereupon the plaintiff offered it as a gift, in return for a home any time she was in England. There was only a moral obligation to the plaintiff, and this was discharged by giving her free board and lodging. His Honour Judge Donald Hurst held that the correspondence revealed the defendants' realisation of a legal obligation to repay the debt. Judgment was given for the amount claimed, with interest at 4 per cent., less the amount paid to the plaintiff during the fourteen weeks' stay with the defendants, and costs, payable at the rate of £5 a week.

## Rules and Orders.

S.R. & O., 1944, No. 379/L.15.

SUPREME COURT, ENGLAND—PROCEDURE.

THE RULES OF THE SUPREME COURT (COMMON INFORMERS) 1944.

DATED APRIL 3, 1944.

I, John Viscount Simon, Lord High Chancellor of Great Britain, in exercise of the powers conferred upon me by the Administration of Justice (Emergency Provisions) Act, 1939,\* and of all other powers enabling me in this behalf, and with the concurrence of two other Judges of the Supreme Court, do hereby make the following Rules of Court under Section 99 of the Supreme Court of Judicature (Consolidation) Act, 1925†:—

1. The following Order shall be inserted in the Rules of the Supreme Court, 1883, after Order LII:—

"Order LIIA.

COMMON INFORMERS.

1. In proceedings brought by a common informer against a person alleged to have offended against a penal statute, an application for an order consenting to a composition or agreement between the parties shall be made to a single judge of the King's Bench Division in court.

2. The application shall be made by motion in accordance with the provisions of Order LII.

3. If the applicant desires the application to be heard before the hearing of the proceedings, he shall file in the Crown Office and Associates Department of the Central Office a notice of motion accompanied by a copy of the pleadings and an affidavit setting out the proposed composition or agreement.

4. Notice shall be given by the proper officer to the parties of the place and time fixed for the hearing."

2. These Rules may be cited as the Rules of the Supreme Court (Common Informers) 1944, and shall come into operation on the 17th day of April, 1944.

Dated the 3rd day of April, 1944.

Simon, C.  
We concur Caldecote, C.J.  
Greene, M.R.

\* 2 & 3 Geo. 6, c. 78.

† 15 & 16 Geo. 5, c. 49.

## Notes of Cases.

## COURT OF APPEAL.

**Lace v. Chantler.**

Lord Greene, M.R., and MacKinnon and Luxmoore, L.JJ.

11th February, 1944.

*Landlord and tenant—Lease for duration (of war)—Whether enforceable as lease—Whether weekly tenancy.*

Defendant's appeal from an order of possession of a dwelling-house, made by the learned county court judge at the Barrow-in-Furness and Ulverston County Court.

The learned county court judge found that the landlord sub-let the dwelling-house to the tenant at the rent of 16s. 5d. per week, to include the use of furniture, and he made an order for possession on the ground of breach of a condition of the tenancy. It was, however, not necessary for the Court of Appeal to consider the question whether that was a proper ground for a termination of the tenancy, as there had been a notice to quit, and the Court of Appeal held that that notice was valid. No question could have arisen as to the validity of the notice to quit, had not the words "furnished, for duration" appeared in the rent book. The court took that phrase to mean "for the duration of the war."

LORD GREENE, M.R., said that the question arose whether a tenancy for the duration of the war created a good leasehold interest. In his opinion it did not. A term created by a leasehold tenancy agreement must be expressed with certainty and specifically, or with reference to something which could, at the time when the lease took effect, be looked to as a certain ascertainment of what the term was meant to be. In the present case, when the tenancy agreement took effect, the term was completely uncertain. His lordship referred with approval to "Foa on Landlord and Tenant," 6th ed., at p. 115, and said that the agreement could not take effect as a good tenancy for the duration of the war, nor could it be construed as an agreement for a long period, say ninety-nine years, determinable on the termination of the war. His lordship referred to *Great Northern Railway Co. v. Arnold* (1916), 33 T.L.R. 114, and said that the judge had found it possible in that case to treat the tenancy as though a lease for 999 years had been created terminable on the conclusion of the war. He had some assistance in arriving at what, on the face of it, seemed a rather strong conclusion in the fact that there was a definite undertaking by the landlord not to serve a notice to quit during that period. However that might be, in the present case it seemed to his lordship to be completely illegitimate to construe the agreement as one for a long term determinable if the war ended earlier. It could not be construed as the grant of a freehold interest, or of a licence. To regard it as the granting of a licence would be setting up a new bargain which neither of the parties ever intended to enter into. The result was that the relationship between the parties must be ascertained on the footing that the tenant was in occupation and was paying a weekly rent and was the relationship of weekly tenant and landlord and nothing else. The *ratio decidendi* of *Zimble v. Abrahams* [1903] 1 K.B. 577 afforded no assistance in this case, as it was based on a construction placed on that particular contract which could not be placed on this one. The judgment of the county court judge was therefore right, but if his reasons were not good, then the ground originally relied on by the landlord, namely, the determination by notice to quit, was a perfectly valid ground. The appeal would be dismissed.

MACKINNON and LUXMOORE, L.JJ., agreed.

COUNSEL: *H. H. Maddocks*; *L. F. Sturge*; *Gilbert Dare*.

SOLICITORS: *Maddocks & Colson*, for *P. Kemp Lee*, Barrow-in-Furness; *Hargreaves & Crowther*, for *Hart Jackson & Sons*, Barrow-in-Furness.

[Reported by MAURICE SHARE, Esq., Barrister-at-Law.]

## CHANCERY DIVISION.

*In re Serpell & Co., Ltd.*

Uthwatt, J. 13th March, 1944.

*Company—Reduction of capital—Redeemable preference shares in part redeemed—Whether redeemed shares part of nominal capital—Companies Act, 1929 (19 & 20 Geo. 5, c. 23), s. 46 (4).*

Petition.

The original capital of the company was £210,000, consisting of 110,000 7 per cent. redeemable preference shares of £1 each and 100,000 ordinary shares of £1 each; 24,500 of the redeemable shares had been redeemed before the outbreak of war. On the 28th April, 1943, at an extraordinary meeting of the company, a resolution was passed "that the capital of the company which now consists of £185,500, divided into 85,500 7 per cent. redeemable preference shares and 100,000 ordinary shares of £1 each, all fully paid up, be reduced to £100,000, divided into 100,000 ordinary shares of £1 each, and that such reduction be effected by extinguishing the said redeemable preference shares." By this petition the company asked the court to approve such reduction. On the hearing of the petition, the question was raised whether the preference shares, which had been redeemed under the provisions of s. 46 of the Companies Act, 1929, continued to form part of the nominal capital of the company.

UTHWATT, J., said that it was clear that redeemed shares ceased to form part of the paid-up capital of the company and that they ceased to form part of the issued capital, but did they still form part of the nominal capital. This was a question of the construction of s. 46 on which there might perhaps be room for some difference of opinion. He took the view that the effect of the redemption was not merely to extinguish them as issued and paid-up capital, but also to get rid of them as part of the nominal capital. His view was founded on the terms of subs. (4) of s. 46. The substantial part of that subsection and the proviso thereto proceeded on the footing that, where redemption had been effected, the redeemed shares disappeared for every purpose. The power given was not to reissue shares,

but to issue shares on any terms justified by the company's articles. The subsection presumed that the creation of share capital was involved in an issue pursuant to the subsection. In the result, the nominal capital, as well as the issued and paid-up capital, disappeared on redemption and the minute would therefore proceed on that basis.

COUNSEL: *Geoffrey Cross*.

SOLICITORS: *Waller, Burgis & Co.*

[Reported by Miss B. A. BICKNELL, Barrister-at-Law.]

**Ayles v. Romsey and Stockbridge Rural District Council.**

Vaisey, J. 16th March, 1944.

*Local government—Interim development of land—Plaintiff deposits plans—Refusal to sanction plans—Validity of notice of refusal—Plaintiff no interest in land—Right to bring action—Town and Country Planning Act, 1932 (22 & 23 Geo. 5, c. 48), s. 10 (3)—Local Government Act, 1933 (23 & 24 Geo. 5, c. 5), Sched. III, Pts. III and IV.*

Witness action.

The plaintiff was a builder and the secretary of a company which owned an estate in the defendant council's area. On the 28th May, 1941, he deposited plans with the defendant council for the erection of three bungalows on three plots of land on the company's estate for J, S and W. The deposit was intended to be an application for leave under the Town and Country Planning Act, 1932, s. 10 (3), to develop the land in the manner specified in the plans. The plans were returned to the plaintiff on the 21st July, 1941, accompanied by three notices intimating that the council refused the application. In this action the plaintiff claimed a declaration that interim development permission to develop the three plots of land must by virtue of the provision of s. 10 (3) of the Act of 1932 be deemed to have been granted unconditionally. The plaintiff alleged that the notices refusing permission to develop were bad for three reasons. First, because the resolution of the council passed at a council meeting held on the 14th July preceding the delivery of the notices stated that the council adopted the public health and housing committee's report and refused permission to develop. In fact, at the date of the resolution the committee had not reported and did not report until the next day. The council had acted on the report of C, their planning expert, who had stated that the committee would, as they in fact did, reject the plans. The second objection was that the council never really considered the matter at all. Thirdly, that the consideration of the matter was not open to the council at the meeting of the 14th July because the matter had not been mentioned on the agenda of the meeting. The Town and Country Planning Act, 1932, s. 10 (3), provides: "Where an application for permission to develop land is made to the specified authority in manner provided by the order, the authority may, subject to the terms of the order, grant the application unconditionally or subject to such conditions as they think proper to impose, or may refuse the application, and they shall be deemed to have granted the application unconditionally unless within two months from the receipt thereof . . . they give notice to him that they have decided to the contrary."

VAISEY, J., said that he was not disposed to think that an applicant under s. 10 (3) need necessarily have a present interest in the land. He might be a person who had a present or prospective interest in the land, but he had difficulty in supposing that a person whose interest was only that he might be concerned as a contractor in building would be an applicant. The applicants should have been the owners of the land or the three persons who proposed to develop the land if consent were given. The plaintiff's case failed owing to the absence of any plea of an interest sufficient to found a right to relief. If he were wrong on that point, the plaintiff alleged that the notices he had received were bad, in that the defendant council had not within two months from the receipt of the application given notice to him of a contrary decision. As to the first point, he did not think there was any valid objection to the council's resolution. Secondly, he was satisfied that the plaintiff's plans were on the table at the meeting of the council and that this was sufficient, as anybody who wanted to could have looked at the plans before the resolution was passed. The third point had given him some difficulty. Parts I and II of Sched. III of the Local Government Act, 1933, dealing with county and borough councils, provided that the summons to attend a council meeting should specify the business proposed to be transacted and that no business should be transacted at a meeting of the council other than that specified in the summons relating thereto. In Pts. III and IV of the schedule, dealing with rural and parish councils, there was a similar provision requiring the proposed business to be stated in the summons, but the provisions prohibiting the transaction of other business was omitted. He was inclined to think that the prohibition against concluding other business not expressed in Pts. III and IV must be implied, though it ought to be implied with the same strict intention. Applying the more lenient rule which was applicable to rural district councils, there were sufficient reference to the bungalows in the agenda. If he was wrong, it was doubtful whether the plaintiff was entitled to take this point. If the validity of everything done at a council meeting was dependent upon whether it had been sufficiently indicated in the agenda and if that invalidity could be pleaded by any one ratepayer or non-ratepayer, member of the council or non-member of the council, it would expose public authorities of this kind to the great risks. The result was that the action failed.

COUNSEL: *A. W. Nicholls*; *J. D. Casswell*, K.C., and *W. E. P. Done*.

SOLICITORS: *Wilfred Light & Co.*; *Sharpe, Pritchard & Co.*, for *Bell, Pope, Bridgwater & Hughes*, Southampton.

[Reported by Miss B. A. BICKNELL, Barrister-at-Law.]

## CORRECTION.

In *In re A Debtor* (No. 1 of 1943) (*ante*, p. 111), the appeal from the decision of the learned registrar of Canterbury County Court was not based

on any decision by him that the Courts (Emergency Powers) Act, 1943, s. 1 (5), did not apply to a debt arising out of a judgment for costs. In fact, the learned registrar never so held.

## Notes and News.

### Honours and Appointments.

Mr. JOHN CYRIL MAUDE, K.C., has been appointed Recorder of Plymouth. Mr. Maude was called by the Middle Temple in 1925 and took silk in 1943.

### Notes.

At the monthly meeting of the Directors of the Solicitors' Benevolent Association held at The Law Society, Chancery Lane, W.C.2, on the 5th April, 1944, grants amounting to £2,406 15s. were made to thirty-nine beneficiaries.

Mr. Raymond Evershed, K.C., who has been the North Midland Regional Controller of Fuel and Power, is leaving Nottingham shortly to become Director of the Gas Federation. His clerical and administrative staffs have given him book tokens to the value of £37 as a parting gift.

The usual monthly meeting of the Directors of The Law Association was held on the 3rd April, Mr. C. D. Medley in the chair. There were five other Directors present and the Secretary. The sum of £234 was voted in relief of deserving applicants and preliminary arrangements were made for the annual general court.

On the application of the Society of Parliamentary Agents, the Speaker of the House of Commons and the Clerk of the Parliaments, House of Lords, have recently authorised a further increase in the scale of charges for parliamentary work done by parliamentary agents and solicitors, similar to the recently authorised increase in the scale of charges for legal work. This further increase (making the total authorised increase 50 per cent.) is to apply to parliamentary work done on or after the 1st October, 1943.

### THE SOLICITORS' CLERKS' PENSION FUND.

The fourteenth annual meeting of this Fund was held on Thursday, 30th March, in the Court Room of The Law Society, Carey Street, London, W.C.2. Colonel W. Mackenzie Smith, D.S.O., presided, and in moving the adoption of the report and accounts, which had been circulated, he stated that the membership had increased during 1943, so that the membership was 1,274 clerks, employed by 440 firms of solicitors, town and country. Members numbering 384 were known to be serving in the Armed Forces or in full-time Civil Defence. The contributions income was £19,983. Seven members were receiving pensions. Invested funds totalled £241,009, at cost, and the chairman stated that the Fund was in a satisfactory position. Mr. Hugh Pearce Gould had been re-appointed by The Law Society to be an employers' member of the committee of management, and Mr. Walter Froggatt, Messrs. Pinsent & Co., Birmingham, was re-elected to the committee by the members present at the meeting. The office of the Fund is at Maxwell House, Arundel Street, London, W.C.2. Telephone Temple Bar 8879.

### TRIAL OF MATRIMONIAL CAUSES AT ASSIZES.

As has been already announced, the Lord Chancellor, the Lord Chief Justice, and the President of the Probate, Divorce and Admiralty Division have made arrangements for the trial of matrimonial causes of all kinds at assizes. The arrangements will come into force as from the beginning of the Summer Assizes on every circuit in England and Wales.

Judges from the Probate, Divorce and Admiralty Division will, together with the judges from the King's Bench Division going the circuit, visit Birmingham, Leeds, Liverpool, Manchester, Swansea and Winchester for the purpose of trying such matrimonial causes as have been entered for trial at those places respectively on the day fixed as the commission day at each such place.

At the other circuit towns at which matrimonial causes are triable they will be heard by the judge who is going the circuit. If it should prove at any one of those towns that that judge requires help by reason of the additional burden imposed by the trial of matrimonial causes, a judge of the Probate, Divorce and Admiralty Division will visit that town for the purpose of giving that help.

Rules of the Supreme Court (S.R. & O., 1944, No. 389/L.16) have been made for the purpose of carrying these arrangements into effect. Under those Rules causes for trial at assizes, whether proceeding in the Divorce Registry in London or in a District Registry, are to be set down in the registry in which they are proceeding. Every such cause must be entered not less than twenty-eight days before the day appointed for the commission day at the town at which the trial is to take place. Each District Registrar will send a list of the causes set down in his registry to the Divorce Registry in London, where lists of causes for trial at each assize town will be prepared and sent to the associate of the circuit.

The Rules further provide that matrimonial causes of all kinds can be commenced and prosecuted in the District Registries of the High Court which are specified in the list appended to the Matrimonial Causes Rules already in force. The District Registries at Bolton, Burnley, Bury, Doncaster, Hanley, Huddersfield, Northampton, Sunderland and Wolverhampton have been added to this list.

The amendments necessary to the Supreme Court Rules have been embodied in a new issue of the Matrimonial Causes Rules consolidating all amendments made up to date. The alterations relevant to the present matter will be found in rr. 16, 28, 30 to 32, 34, 58 to 60, 63, 66, 67, 76, 77 and Appendix I.

Officials despatched from the Divorce Registry in London will attend at the towns on each circuit at which matrimonial causes will be taken, and

will there act as circuit officials. The practice whereby District Registrars of the High Court sit in court during the trial of matrimonial causes will, except on emergency, be discontinued.

The following is a list of the towns on each circuit at which matrimonial causes will be taken, with the dates of the commission days fixed for the Summer Assizes, 1944, and a list of the District Registries in which matrimonial causes may be commenced and prosecuted:—

ASSIZE TOWNS AT WHICH DIVORCE BUSINESS MAY BE TAKEN.		Commission Day for the Summer Assizes, 1944.
Circuit.	Town.	
South-Eastern .. ..	Norwich .. ..	26th May.
	Lewes .. ..	6th July.
North Wales and Chester	Caernarvon .. ..	31st May.
	Chester .. ..	26th June.
South Wales .. ..	Carmarthen .. ..	12th June.
	Swansea .. ..	10th July.
Western .. ..	Bodmin .. ..	5th June.
	Exeter .. ..	13th June.
	Bristol .. ..	26th June.
	Winchester .. ..	6th July.
Northern .. ..	Carlisle .. ..	23rd May.
	Liverpool .. ..	6th June.
	Manchester .. ..	4th July.
Oxford .. ..	Gloucester .. ..	5th June.
	Newport .. ..	12th June.
Midland .. ..	Shrewsbury .. ..	22nd June.
	Leicester .. ..	30th May.
	Lincoln .. ..	7th June.
	Derby .. ..	15th June.
	Nottingham .. ..	23rd June.
	Birmingham .. ..	10th July.
North-Eastern .. ..	Newcastle .. ..	7th June.
	Durham .. ..	21st June.
	York .. ..	3rd July.
	Leeds .. ..	10th July.

NOTE.—When the assize for Suffolk is taken at Ipswich, and the assize for Glamorganshire is taken at Cardiff, divorce business will be taken at those towns.

DISTRICT REGISTRIES OF THE HIGH COURT IN WHICH MATRIMONIAL CAUSES OF ALL KINDS MAY BE COMMENCED AND PROSECUTED.

Bedford	Doncaster	Norwich
Birkenhead	Durham	Nottingham
Birmingham	Exeter	Plymouth
Blackburn	Gloucester	Portsmouth
Bolton	Grimsby	Preston
Bournemouth	Hanley	Sheffield
Bradford	Huddersfield	Shrewsbury
Brighton	Hull	Southampton
Bristol	Ipswich	Stockport
Burnley	Leeds	Stockton-on-Tees
Bury	Leicester	Sunderland
Caernarvon	Lincoln	Swansea
Cambridge	Liverpool	Taunton
Cardiff	Maidstone	Truro
Carlisle	Manchester	Wakefield
Carmarthen	Newcastle	Wolverhampton
Chester	Newport (Mon.)	York.
Derby	Northampton	

## War Legislation.

### STATUTORY RULES AND ORDERS, 1944.

- E.P. 352. **Coal Distribution** Order, 1943. General Direction (Restriction of Supplies) No. 6, March 25.
- E.P. 371. **Coal Distribution** Order, 1943. General Direction (Restriction of Supplies) No. 7, March 30.
- E.P. 348. **Control of Communications** (Isle of Man) Order (No. 1), March 25.
- E.P. 347. **Control of Communications** Order (No. 1), March 25.
- No. 351. **Customs.** Additional Import Duties (No. 1) Order, March 28.
- No. 320. **Customs.** Export of Goods (Control) (No. 1) Order, March 27.
- No. 350. **Customs.** Import Duties (Exemptions) (No. 2) Order, March 28.
- E.P. 331. **Defence** (National Service (Armed Forces) Acts) Regulations (Isle of Man) Order in Council, March 24.
- E.P. 362. **Food** (Points Rationing) Order, March 28, amending the Food (Points Rationing) (No. 3) Order, 1943.
- E.P. 363. **Food Rationing.** Sugar and Preserves (Rationing) Order, March 29.
- No. 334. **Parliamentary Elections.** The Parliamentary Writs Order in Council, March 29.
- E.P. 374. **Police Amalgamation** (Sussex) Order, March 29.
- No. 249. **Purchase Tax.** Exemptions (Picture Frames) (No. 1) Order, April 1.
- No. 250. **Purchase Tax.** Exemptions (Wooden-soled Footwear) (No. 2) Order, April 1.
- No. 379/L.15. **Supreme Court (England) Procedure.** The Rules of the Supreme Court (Common Informers), April 3.
- E.P. 365. **Timber** (Charges) (No. 6) Order, March 29.
- No. 332. **Visiting Forces** (Royal Canadian Air Force) (Amendment) Order in Council, March 24.

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